

512-846-2653

Randy.Barker@HuttoTX.gov

FAX:

EMAIL:

REQUEST FOR QUOTES

CITY OF HUTTO 401 W. FRONT STREET HUTTO, TEXAS 78634

of FF allo	HUTTO, TEXAS 78634
BID INFORMATION	BIDDER INFORMATION
DUE DATE: Thursday, March 31, 2011	TAX ID #:
IME: On or before 3:00 p.m. CDT	DBA:
END TO: Randy Barker, Purchasing Agent	ADDRESS:
HONE: 512-759-4049	CONTACT

PHONE:

EMAIL:

BID SHEE	T: SAUL HOUSE RENOVATION			
Item #	Description			*Quoted Price
1	Convert half-bath at rear of house to ADA compliant restroom.			
2	Install ADA ramp from front Entry Hall to Main Room.			
2	Install outside ADA ramp at back of house	WOOD	Specify Material:	
3	to rear door by half-bath.	METAL	Specify Material:	
4	Install ADA thresholds at back patio doors.			
5	Install ADA ramp from Main Room to Dining Room.			
6	Install new sidewalk from back patio area to driveway.			
Option 1	Entry Hall renovations per attached specifications.			
Option 2	Hall Bath renovations per attached specifications.			
Option 3	Master Bath renovations per attachedspecifications.			

By the signature hereon affixed, the bidder certifies that neither the bidder nor the entity represented by the bidder, nor anyone acting for such entity, has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws; nor communicated directly or indirectly, the bid made to any competitor or any other person engaged in such line of business.

Authorized Signature	Printed Name	Title	Date

^{*} Quoted Price shall be inclusive of all materials, equipment, labor, fees and other charges necessary to complete.

CITY OF HUTTO SOLICITATION REFERENCE SHEET

Please Complete and Return This Form with the Bid

Solicitation: <u>Saul House Renovation</u>	<u>n</u> Bidder's Name:		Date:	
The Bidder shall furnish, with the Bi products and/or services have been requested references may be ground	provided that are similar	to those required by	this Solicitation. Failure	
 Company's Name Name and Title of Contact Present Address City, State, Zip Code Telephone Number Email Address Description of Work: 	()	Fax Number()	
2. Company's Name Name and Title of Contact Present Address City, State, Zip Code Telephone Number Email Address Description of Work:	()	Fax Number()	
3. Company's Name Name and Title of Contact Present Address City, State, Zip Code Telephone Number Email Address Description of Work:		Fax Number(



REQUEST FOR QUOTES SAUL HOUSE RENOVATION

PART I

GENERAL CLAUSES AND CONDITIONS

1. **PURPOSE**:

The City of Hutto seeks to establish an Agreement with a qualified bidder to renovate an existing City facility (Saul House) at 10700 FM 1660 South, Hutto, Texas 78634. The City intends to use the Saul House in a variety of venues in the future and desires to bring the facility into compliance with Americans with Disability Act 1990 (ADA) standards.

2. AGREEMENT:

The term of this Agreement shall be until completion of project in accordance with accepted timeline provided in response to this Request for Quotes. Prices shall be firm for the duration of the Agreement.

3. ABANDONMENT OR DEFAULT:

A Contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

4. CANCELLATION:

The City reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the other party. Contractor shall provide the City with 30 days written notice prior to cancellation of the Agreement and shall continue services for a period of time not to exceed 30 days after written notification. Termination under this paragraph shall not relieve the Contractor of any obligation or liability that has occurred prior to cancellation. NOTE: This Agreement is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

5. CODES, PERMITS AND LICENSES:

The successful bidder shall comply with all National, State and Local standards, codes and ordinances as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (City of Hutto fees and costs shall be waived).

6. COMPLIANCE WITH LAWS:

The successful bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Contractor shall furnish the City with satisfactory proof of its compliance.

7. <u>CONFLICT OF INTEREST</u>

7.1. Effective March 1, 2006, chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

City of Hutto City Secretary 401 W. Front Street Hutto, Texas 78634

7.2. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's response.

8. DEFINITIONS:

The following definitions shall be used for identified terms throughout the specification and bid document:

- **8.1.** ADA Americans with Disabilities Act of 1990 (ADA).
- **8.2.** Agreement A mutually binding legal document obligating the Contractor to furnish the goods, equipment or services, and obligating the City to pay for it.

- **8.3.** <u>Bidder</u> Identified throughout this specification shall describe persons and entities that consider themselves qualified to provide the goods, equipment or services.
- **8.4.** City Identifies the City of Hutto, Williamson County, Texas.
- **8.5.** Contractor A person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from a contract or purchase order.
- **8.6.** <u>Deliverables</u> the goods, products, materials, and/or services to be provided to the City by vendor if awarded agreement.
- **8.7.** Goods Represent materials, supplies, commodities and equipment.
- **8.8.** Services work performed to meet a demand. The furnishing of labor, time or effort by the vendor and their ability to comply with promised delivery dates, specifications, and technical assistance specified.
- **8.9.** Subcontractor Any person or business enterprise providing goods, equipment, labor, and/or services to a Contractor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Contractor's obligations arising from a contract with the City.

9. INDEMNITY:

Contractor shall indemnify, save harmless and defend the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees incident to the performance of the resulting Agreement and arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.

10. INDEPENDENT CONTRACTOR:

It is understood and agreed that the Contractor shall not be considered an employee of the City. The Contractor <u>shall not</u> be within protection or coverage of the City's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

11. <u>LIENS</u>:

Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting Agreement. At the City's request the Contractor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

12. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Contractor a written notice of termination at the end of its then current fiscal year.

13. <u>VENUE</u>:

Both the City and the Contractor agree that venue for any litigation arising from a resulting Agreement shall lie in Williamson County.

PART II

INSTRUCTIONS TO BIDDERS

- 1. The Contractor shall provide all goods and labor necessary to perform the service. The Contractor shall employee all personnel for work in accordance with the requirements set forth by the United States Department of Labor.
- 2. The Contractor shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Contractor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
- 3. The City is committed to maintaining an alcohol and drug free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Contractor, Contractor's employees, subcontractor (s') or subcontractor (s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.

4. **CLARIFICATION**:

For clarification of specifications, bidders may contact:

Randy Barker Purchasing Agent City of Hutto

Telephone: 512-759-4049

3.1. The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to bid opening without written approval of the City of Hutto through the Purchasing Division.

5. PRE-BID MEETING/SITE VISIT:

The City will conduct a Pre-Bid Meeting for all interested Bidders to familiarize them with the requested services and to give all potential Bidders an opportunity to ask questions they may have concerning this service.

Date: Monday, March 28, 2011

Time: 10:00 a.m., CDT

Location: Saul House

10700 FM 1660 South Hutto, Texas 78634

6. **BID DUE DATE:**

Bid responses to this Request for Quotes are due no later than **3:00 p.m.** on **March 31, 2011** to the attention of Purchasing at the City of Hutto. Bids may be submitted by mail, fax, or email to:

City of Hutto

Attn: Randy Barker 401 W. Front Street Hutto, Texas 78634 Fax: 512-846-2653

Email: randy.barker@HuttoTX.gov

6.1. Bids received after this time and date will not be considered.

7. BIDDER QUALIFICATIONS:

The opening of a bid shall not be construed as the City's acceptance of such bidder as qualified and responsible. The City reserves the right to determine the lowest responsible bidder from information submitted with the bid. All bidders shall furnish the following information at a minimum:

- **7.1.** Pricing for all goods and services as outlined in the Request for Quotes.
- **7.2.** References: Provide the name, address, telephone number and point of contact of at least three firms that have utilized the same product and services for at least 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of bid.
- **7.3.** Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

8. BEST BID EVALUATION:

All bids received shall be evaluated based on the best value for the City. Best value shall be determined by considering all or part of the criteria listed, as well as any relevant criteria specifically listed in the solicitation.

- **8.1.** Bid price
- **8.2.** Reputation of the bidder and of bidder's goods and services.
- **8.3.** The quality of the bidder's goods or services.
- **8.4.** The extent to which the goods or services meet the City's needs

8.5. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

9. **EX PARTE COMMUNICATION:**

Please note that to insure the proper and fair evaluation of a Bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the Bids prior to the time a formal decision has been made. Any communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

PART III

SPECIFICATIONS

1. <u>SCOPE</u>:

This specification describes the goods and services required for renovation of the Saul House property owned by the City of Hutto. Performance shall meet or exceed all requirements herein and as mutually agreed between the Contractor and City. Not all items for work to be accomplished may be listed. The City may make modifications in scope as necessary.

2. <u>STATEMENT OF INTENT:</u>

These specifications cover only the general requirements as to the type of work to be performed in renovation of the Saul House. Materials not otherwise specified shall be the sole responsibility of the Contractor to ensure they meet the expectations of the City for durability and compatibility. Any exception to the specified requirements herein must be clearly stated in response to Request for Quotes.

3. **REQUIRED RENOVATIONS:**

- **3.1. Item 1:** Convert half-bath at rear of house to ADA compliant restroom:
 - **3.1.1.** Remove all cabinets and sink;
 - **3.1.1.1.** Install ADA compliant sink;
 - **3.1.2.** Expose waste lines down wall;
 - **3.1.3.** Replace toilet with ADA compliant toilet;
 - **3.1.3.1.** Install hand rails at toilet.
 - **3.1.4.** Remove door and replace with $3-0 \times 6-8$ door;
 - **3.1.5.** Repair and repaint wall;
 - **3.1.6.** Install new floor.
- **3.2. Item 2:** Install ADA ramp from front Entry Hall to Main Room.
- **3.3. Item 3:** Install outside ADA ramp at back of house to rear door by half-bath.
- **3.4. Item 4:** Install ADA thresholds at back patio doors.
- **3.5. Item 5:** Install ADA ramp from Main Room to Dining Room

- **3.6. Item 6:** Install new sidewalk from back patio area to driveway:
 - **3.6.1.** Sidewalk to go by ADA ramp at back of house around to driveway;
 - **3.6.2.** Minimum four (4) feet wide.

4. <u>CONSIDERED OPTIONS</u>

- **4.1. Option 1:** *Entry Hall*
 - **4.1.1.** Install doorway from Entry Hall to Dining Room, minimum 3-0 x 6-8.
 - **4.1.2.** Texture and repaint walls;
 - **4.1.3.** Repair flooring.
- **4.2. Option 2:** *Hall Bath*
 - **4.2.1.** Increase door to 3-0 x 6-8;
 - **4.2.2.** Remove cabinet with sink;
 - **4.2.2.1.** Replace with ADA compliant sink;
 - **4.2.3.** Remove tub and shower:
 - **4.2.3.1.** Seal all plumbing lines.
 - **4.2.4.** Replace door from lavatory area to toilet area with 3-0 x 6-8;
 - **4.2.5.** Replace toilet with ADA compliant toilet;
 - **4.2.5.1.** Install hand rails at toilet.
 - **4.2.6.** Sheetrock and texture walls:
 - **4.2.7.** Repaint walls;
 - **4.2.8.** Replace flooring with tile.
- **4.3. Option 3:** *Master Bath*
 - **4.3.1.** Increase door to 3-0 x 6-8;
 - **4.3.2.** Remove cabinet with dual sinks and replace one sink with ADA compliant sink and one regular sink with cabinet and countertop;
 - **4.3.2.1.** Coordinate with City on size of cabinet.

- **4.3.3.** Shower area to be used as storage:
 - **4.3.3.1.** Remove tile from outside of shower;
 - **4.3.3.2.** Install solid door over opening to hide shower;
- **4.3.4.** Repair, texture and repaint walls;
- **4.3.5.** Replace flooring.

5. <u>CONTRACTOR RESPONSIBILITIES:</u>

The Contractor shall be responsible for:

- **5.1.** Coordinating with the Parks & Recreation Director to establish schedule of work and discuss any changes.
- **5.2.** Providing all goods and services necessary to perform the service.

PART IV

ACCEPTANCE, INVOICE AND PAYMENT

1. <u>ACCEPTANCE</u>:

Final acceptance shall be subject to approval of Parks & Recreation Director Mike Hemker. The City reserves the right to submit final work to applicable inspections as necessary to ensure satisfactory completion.

2. INVOICING: Contractor shall submit one original and one copy of each invoice on a monthly basis to the following address:

City of Hutto

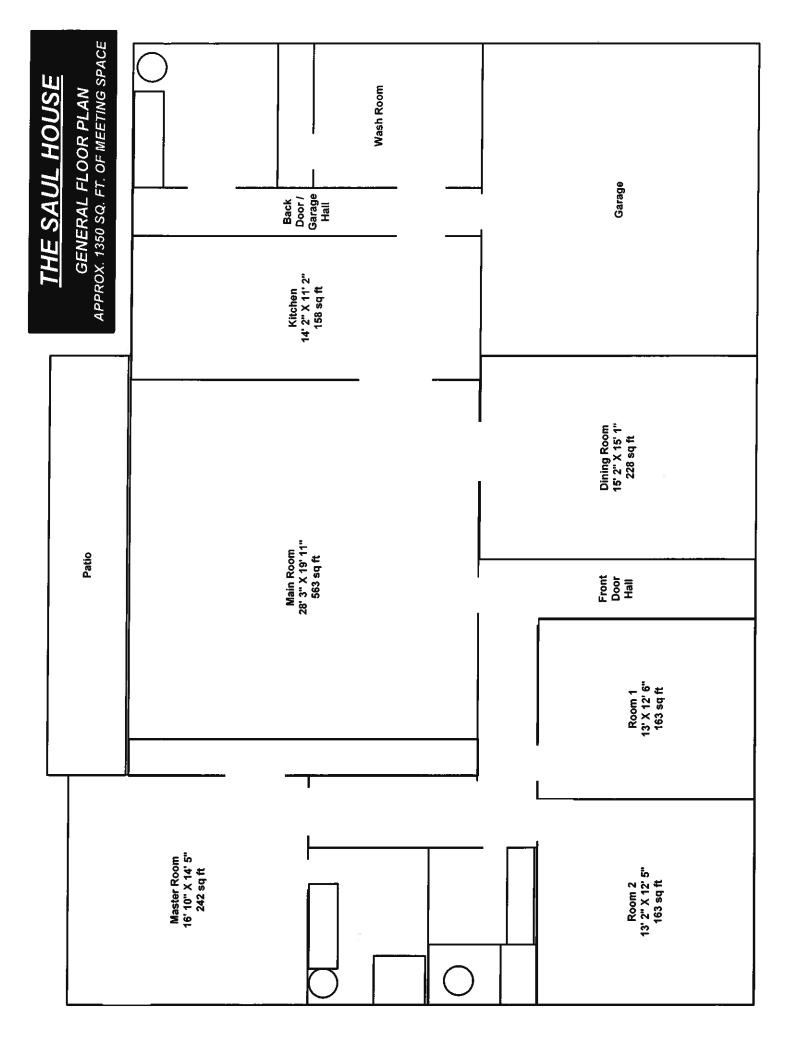
Accounts Payable

401 W. Front Street

Hutto, Texas 78634

- **PROMPT PAYMENT POLICY**: Payments shall be made within thirty days after the city receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - **3.1.** There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - **3.2.** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - **3.3.** There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - **3.4.** The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

FM 1660 SOUTH



Meeting Rooms



Main Room





Dining Room





Room #1



Room #2



Master Room

Kitchen









Wash Room Facilities



